

**ZB# 89-11**

**Columbian Art Works**

**4-3-17**

#89-11 - Columbian Art Works Inc. -

Prelim.  
Mar. 13, 1989.

649  
561-3655.

Section 4-3-17.1

Ref to ~~11/13/89 to be notated~~  
Sund. ~~5/1/89~~ →

3/13/89 - Requested  
amended notice  
of denial from  
B.D.

Public Hearing

3/27/89

Decision needed

Area  
Variances

Granted on 3/27/89

# General Receipt

10420

TOWN OF NEW WINDSOR

555 Union Avenue  
New Windsor, N. Y. 12550

March 29 1989

Received of Drake, Sommers, Loeb, Jarsho & Catena, PC \$ 50.00

Felmer / Columbia Art Works, Inc. 50 DOLLARS

For Fifty and 00 100 DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
CR #6429		50.00

Williamson Law Book Co., Rochester, N. Y. 14609

By Pauline D. Townsend

Town Clerk  
Title

*file*

NEW WINDSOR ZONING BOARD OF APPEALS

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In the Matter of the Application of  
WILLIAM F. HELMER and COLUMBIAN ART  
WORKS, INC.

DECISION GRANTING  
AREA VARIANCES

#89-11.

-----X

WHEREAS, WILLIAM F. HELMER, Grey Beech Lane, Pomona, New York (owner) and COLUMBIAN ART WORKS, INC., a corporation having an office located at 5700 West Bender Court, Milwaukee, WI (contract purchaser), by its attorney, James R. Loeb, Esq., have made application before the Zoning Board of Appeals for (1) 19 ft. frontyard, (2) 10 ft. sideyard, (3) 10 ft. rearyard, (4) 21 ft. 8 in. maximum bldg. height and (5) 0.154% floor area ratio variances for purposes of construction of a 57,000 sq. ft. building with office and warehouse space to be located on Wembly Road, New Windsor, N.Y. in a PI zone; and

WHEREAS, a public hearing was held on the 27th day of March, 1989 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, attorney for Applicant, James R. Loeb, Esq., 1 Corwin Court, Newburgh, N. Y., Greg Shaw P. E., Shaw Engineering, 744 Broadway, Newburgh, N. Y. and Jeffrey M. Kildow of Columbian Art Works, Inc. appeared in behalf of contract purchaser; and

WHEREAS, the application was opposed by one adjacent property owner, however, there were no spectators present for the hearing; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the bulk regulations for a PI zone with regard to frontyard, sideyard, rearyard, building height and floor area ratio in order to construct a new facility as stated above.

3. The evidence presented by Applicant substantiated the fact that a variance for more than the allowable frontyard, sideyard, rearyard, building height and floor area ratio would be required in order for Applicant to construct the proposed facility and that denial of same would cause practical



difficulty to Applicant since relief sought by Applicant is not substantial in relation to the required bulk regulations. Also, during the development of the industrial park in question, a sewage wet well was installed, changing the location of the road fronting Applicant's property and thereby resulting in the need to shift the building, causing Applicant to apply for the necessary variances.

4. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

5. The requested variance will produce no effect on the population density or governmental facilities.

6. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

7. The interest of justice would be served by allowing the variances since two of the variances requested will become moot upon enactment of certain proposed amendments to the New Windsor Zoning Local Law.

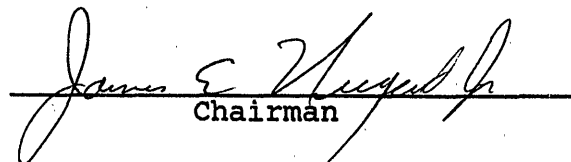
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT the above variances sought by Applicant in accordance with plans submitted and filed with Building Inspector.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: April 10, 1989.

  
Chairman

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 89-11

Date: 3/13/89

I. Applicant Information:

- (a) William F. Helmer, Grey Beech Lane, Pomona, NY (914) 634-3696  
(Name, address and phone of Applicant) (Owner)
- (b) Columbian Art Works, Inc., 5700 West Bender Court Milwaukee, WI (414) 466-5000  
(Name, address and phone of purchaser or lessee)
- (c) Drake, Sommers, Loeb, Tarshis & Catania, P.C. One Corwin Court (914) 565-1100  
(Name, address and phone of attorney)
- (d) n/a  
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) PI North Side of Wembley  
(Zone) Gateway International Office Park 4-3-17 160,955 SF  
(Address) and Industrial Park (S B L) (Lot size)
- (b) What other zones lie within 500 ft.?
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 1977
- (e) Has property been subdivided previously? yes When? 1989
- (f) Has property been subject of variance or special permit previously? no When?
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Cols. E,F,G,I,J.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>80,000 s.f.</u>	<u>160,955 s.f.</u>	<u>-</u>
Min. Lot Width <u>200 ft.</u>	<u>300 ft.</u>	<u>-</u>
Reqd. Front Yd. <u>100 ft.</u>	<u>81 ft.</u>	<u>19 ft.</u>
Reqd. Side Yd. <u>50 / 100</u>	<u>40 /</u>	<u>10 ft.</u>
Reqd. Rear Yd. <u>50 ft.</u>	<u>40</u>	<u>10 ft.</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt. <u>13 ft. 4in.</u>	<u>35 ft.</u>	<u>21 ft. 8 in.</u>
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio** <u>0.2</u>	<u>0.354</u>	<u>0.154</u>

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Please see annexed schedule.

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VI. Sign Variance: n/a

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	<u>sq.ft.</u>	<u>sq.ft.</u>	<u>sq.ft.</u>

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Interpretation: N/A.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

- (b) Describe in detail the proposal before the Board:

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Please see annexed schedule.

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IX. Attachments required:


- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$~~50.00~~ payable to TOWN OF NEW WINDSOR.
- ☐ Photos of existing premises which show all present signs and landscaping.

Date 13 March 1989

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned/<sup>Attorney for the</sup>Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

presented herein are materially

  
(Applicant)

JAMES R. LOEB, ESQ.  
ATTORNEY FOR APPLICANT

Sworn to before me this

13th day of March, 1989.

Patricia A. Bankart.

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1969

## XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_.
- (b) Variance is \_\_\_\_\_.
- Special Permit is \_\_\_\_\_.
- (c) Conditions and safeguards: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

SCHEDULE ANNEXED TO APPLICATION FOR VARIANCE  
SUBMITTED BY COLUMBIAN ART WORKS, INC.

The northwest corner of the building proposed to be constructed by the Applicant is required to be 100 feet back from the right-of-way line of Wembley Drive. Because the owner/developer of Gateway International Office Park and Industrial Park has located a sewer wet well immediately adjacent to the proposed location of Wembley Drive, the engineers for the Town of New Windsor have required that Wembley Drive be shifted to the north so that there is sufficient area between the southerly right-of-way line of Wembley Drive and the pump station. By shifting Wembley Drive to the North the Applicant finds that the building location will be 81 feet from the right-of way line as opposed to the required 100 feet. The location of the building on the lot and more specifically the loading docks has occasioned the application for a ten foot variance request from the side yard requirement and a ten foot variance request from the rear yard requirement. This has come about by the classification of loading docks as structures which intrude into the required rear yard and side yard respectively. The location of the building and the loading docks is the safest location on the property and makes possible the type of traffic flow which separates the truck traffic from the vehicular traffic whenever possible.

The Applicant respectfully submits to the Zoning Board of Appeals the following in response to the question of practical difficulties and additional comments.

The Applicant seeks a series of area variances to enable Applicant a 57,000 square foot mixed use building in the Gateway Industrial Park. The Applicant seeks the following:

The first is a variance of the floor area ratio. At the present time the New Windsor Zoning Regulations permit a floor area ratio of 0.2; Applicant seeks a floor area ratio of 0.354. The second variance Applicant seeks is a variance of the building height regulations. At present the New Windsor Regulations would permit a building height of 16 feet 8 inches; Applicant seeks a building height of 35 feet. The variances sought are the subject of a proposed amendment to the zoning law of the Town of New Windsor. In both cases these two variances would not be necessary upon the adoption of the proposed amendment. Upon information and belief the Applicant understands that the amendment has been reviewed by the Town Board, Planning Board, and this Board and that the adoption procedure is under way. Because of the timing of the proposed construction by the Applicant, Spring of 1989, the Applicant has elected not to wait until the effective date of the proposed amendment.

The third variance sought by Applicant relates to the 100 foot set back requirement. As detailed above, the original plan

developed by the Applicant located the building 100 feet back from the northerly right-of-way line of Wembley Drive. Unfortunately, the developer of the Gateway project from whom Applicant is seeking to purchase the property, located a sewer wet well at a location adjacent to Wembley Drive which was deemed by the engineers for the Town to be too close to the southerly right-of-way line of Wembley Drive. The engineers have directed that Wembley Drive be shifted to the north which has reduced the available area between the northwesterly corner of Applicants proposed building and the right-of-way line of Wembley Drive to 81 feet.

The other variances sought by the Applicant relate to ten foot yard reductions in the required side yard and rear yard. These variance requests have come about because of the location of the building, the loading docks, and the traffic pattern which is proposed to be established by the Applicant for safety as well as aesthetic reasoning.

#### PRACTICAL DIFFICULTIES

Colombian Art Works, Inc. submits that its application meets the test of practical difficulties as defined and set forth by the Courts of the State of New York.

1. The first question is how substantial the variance is in relation to the requirement. The floor area and building height requests are not in accordance with the existing zoning but meet the requirements of the proposed amendment which is presently being considered for adoption by the New Windsor Town Board. But even if measured against the absolute standards, the measure of relief sought in these two variances is not substantial. The front yard set back variance sought of 19 feet is not substantial when the absolute number of square feet of the building in compliance is measured against that area for which a variance is sought. The total number of square feet proposed to be constructed is 57,000 square feet of building. Of that 460 square feet would be closer to Wembley Drive than 100 feet. Truly a de minimus amount. The balance of the variances seek a ten foot reduction in both the rear yard and side yard requirements. These reductions are not substantial in nature when it is recognized that it is only the loading docks which intrude into the required rear and side yards as opposed to the building served by the loading docks. The extent of the intrusion is minimal in nature particularly since it only takes place in certain specified locations.

2. The second area of inquiry is the effect, if the variance is allowed, of the increased population density thus produced on available governmental facilities. None of the requested variances would have the effect of increasing population density. Even if that were the case, which it is not, there would be no increase in the demand on public facilities beyond the demand which can readily presently be met.

3. The third area of inquiry is whether a substantial change will be produced in the character in the neighborhood or a substantial detriment to adjoining properties created. The Applicant believes that the granting of the variances would strengthen the character of the Gateway Industrial Park by emphasizing the development of major storage and warehouse facilities in this location, which providing for a project with substantial landscaping.

4. The fourth area of inquiry is whether the difficulty can be obviated by some method feasible for the Applicant to pursue other than the variances. For the Applicant to develop the type of project it seeks the variances are necessary. The Applicant proposes to acquire more than twice the minimum lot area. The design of the traffic flow on Applicants property has been carefully engineered so that truck traffic will be in a one way traffic pattern while permitting the Applicant to maintain an attractive elevation to the building with substantial landscaping screening the entire road frontage of the building with the exception of two driveways.

5. The last area of inquiry is whether the interest of justice would be served by allowing the variances. As previously indicated two of the variances will become moot upon enactment of proposed amendments to New Windsor Zoning Regulations. The third variance request has arisen from the location of a sewerage wet well by the owner/developer of the subdivision which has resulted in the relocation of the road fronting Applicant's property. Applicant is the unfortunate beneficiary of the location of this pump station. To shift the location of the building would destroy the visual effect of the building on the property in relation to the road frontage and could seriously impact adversely on the proposed one way traffic flow which is the safest way to handle truck traffic. The remaining variances are necessary because of the location of the loading docks and the traffic pattern developed on the site.

The Applicant urges that the interests of justice would be served allowing the variances sought.



TOWN

OF

NEWBURGH

CITY

SECTION 3

SECTION 32

STEELE ROAD

LAKE WASHINGTON

SEE SECTION 6  
1" = 100'SEE SECTION 73  
1" = 100'SEE SECTION 7  
1" = 100'SEE SECTION 6  
1" = 100'SEE INSERT  
"A"  
1" = 200'

SECTION

**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

**NOTE: FIRE AND CASUALTY LOSSES:**

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

CONTRACT OF SALE made as of the 21<sup>st</sup> day of January, 1987  
BETWEEN

William F. Helmer, residing at

Date:

Parties:

Address: (No number) Grey Beech Lane, Village of Pomona, Haverstraw, N.Y.  
hereinafter called "SELLER", who agrees to sell;

and Columbian Art Works Inc. a foreign corporation having its principal  
place of business at

Address: 5700 West Bender Court, Milwaukee, WI

hereinafter called "PURCHASER" who agrees to buy the property, including ~~all buildings and improvements thereon~~ (the "PREMISES"), more fully described as, ~~all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the~~ as follows:

Premises:

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York consisting of approximately 3.1 acres as shown as parcel 4 on the North side of Wembley Drive on the proposed subdivision plan of Gateway International Office Park and Industrial Park prepared by the Witfield Architectural Group last dated August 22, 1986.

For source of title see deeds to William F. Helmer dated March 31, 1977 recorded in Liber 2063 of Deeds at pages 521 and 525 in the Office of the Orange County Clerk.

The purchase price provided for herein is based upon an area of 3.1 acres at a rate of \$40,000.00 per acre. The parties agree that they will adjust the purchase price to reflect the exact acreage as certified by a licensed surveyor at the time of title closing.

This contract is subject to the ability of the Seller to secure subdivision approval from the Town of New Windsor Planning Board which subdivision approval must result in a lot substantially the same in size and location of Parcel 4 annexed hereto on Schedule "A". Substantially the same shall include, acreage, road frontage and location within Gateway International Office Park and Industrial Park. In the event the Seller is unable to secure the final subdivision approval on or before September 1, 1987, then the Purchaser shall have the option to withdraw from this contract and all monies paid hereunder shall be returned to the Purchaser. Purchaser agrees that the closing shall take place 35 days after the date of filing of the subdivision map in the Orange County Clerk's Office provided Parcel 4 is substantially the same as shown on annexed Schedule "A".

The Seller represents that gas, electric, sewer and water will be provided in the road which runs on two sides of Parcel 4. The Seller represents that there are no easements or restrictions of record.

...or due to or possession of the premises.  
CONTRACT OF SALE made as of the 21<sup>st</sup> day of January, 1987  
BETWEEN

Date:  
Parties:

William F. Helmer, residing at  
Address: (No number) Grey Beech Lane, Village of Pomona, Haverstraw, N.Y.  
hereinafter called "SELLER", who agrees to sell;  
and Columbian Art Works Inc. a foreign corporation having its principal  
place of business at

Address: 5700 West Bender Court, Milwaukee, WI

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements  
thereon (the "PREMISES"), more fully described as, all that certain plot, piece or parcel of land, with the buildings  
and improvements thereon erected, situate, lying and being in the as follows:

Premises:

All that certain lot, piece or parcel of land situate,  
lying and being in the Town of New Windsor, County of Orange  
and State of New York consisting of approximately 3.1 acres as  
shown as parcel 4 on the North side of Wembley Drive on the  
proposed subdivision plan of Gateway International Office Park  
and Industrial Park prepared by the Witfield Architectural  
Group last dated August 22, 1986.

For source of title see deeds to William F. Helmer dated March  
31, 1977 recorded in Liber 2063 of Deeds at pages 521 and 525  
in the Office of the Orange County Clerk.

The purchase price provided for herein is based upon an area of  
3.1 acres at a rate of \$40,000.00 per acre. The parties agree  
that they will adjust the purchase price to reflect the exact  
acreage as certified by a licensed surveyor at the time of  
title closing.

This contract is subject to the ability of the Seller to secure  
subdivision approval from the Town of New Windsor Planning Board  
which subdivision approval must result in a lot substantially the  
same in size and location of Parcel 4 annexed hereto on Schedule  
"A". Substantially the same shall include, acreage, road frontage  
and location within Gateway International Office Park and Industrial  
Park. In the event the Seller is unable to secure the final sub-  
division approval on or before September 1, 1987, then the Purchaser  
shall have the option to withdraw from this contract and all monies  
paid hereunder shall be returned to the Purchaser. Purchaser agrees  
that the closing shall take place 35 days after the date of filing  
of the subdivision map in the Orange County Clerk's Office provided  
Parcel 4 is substantially the same as shown on annexed Schedule "A".

The Seller represents that gas, electric, sewer and water will be  
provided in the road which runs on two sides of Parcel 4. The Seller  
represents that there are no easements or restrictions of record  
which will prevent the use of the premises covered by this contract  
for office, warehouse and light assembly purposes.

Also known as Street Address:

Tax Map Designation:

Together with SELLER'S

deal of any item other than the EXISTING MORTGAGE(S). They include, but are not limited to, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air-conditioning equipment and installations, and wall-to-wall carpeting.

~~Excluded from this sale are: Furniture and household furnishings,~~

1. (a) The purchase price is

Purchase  
Price:

On the signing of this contract, by check subject to collection: which said monies shall be held in escrow by the attorneys for the Seller and shall be put out interest with the interest to follow the money; the Purchaser agrees to provide the By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$  
Seller's attorney with a tax I.D. number.

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER.

BALANCE AT CLOSING:

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, et SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:

Existing  
Mortgage(s):

Mortgage now in the unpaid principal amount of \$ and interest at the rate of per cent p year, presently payable in installments of \$, which include principal interest, and with any balance of principal being due and payable on

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of a mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact CLOSING.

3. All money payable under this contract unless otherwise specified, shall be either:

Acceptable  
Funds:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER to the amount of One Thousand (\$1,000.00) dollars

1. (a) The purchase price is

Purchase  
Price:

On the signing of this contract, by check subject to collection: which said monies shall be held in escrow by the attorneys for the Seller and shall be put out interest with the interest to follow the money; the Purchaser agrees to provide the By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$  
SELLER'S attorney with check I.D. number.

By a Purchase Money Note and Mortgage from PURCHASER (or assignee to SELLER).

**BALANCE AT CLOSING:**

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, et SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:

Existing  
Mortgage(s):

Mortgage now in the unpaid principal amount of \$ and interest at the rate of per cent p year, presently payable in installments of \$, which include principal interest, and with any balance of principal being due and payable on

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of a mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact CLOSING.

3. All money payable under this contract unless otherwise specified, shall be either:

Acceptable  
Funds:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER to the amount of One Thousand (\$1,000.00) dollars
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

4. The PREMISES are to be transferred subject to:

"Subject to"  
Provisions:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES sit
- Encroachments of stoops, arcas, cellar steps, trim and cornices, if any, upon any street or highway.

5. SELLER shall give and PURCHASER shall accept such title as any

New York Board of Title Underwriters will be willing to approve and in accordance with their standard form title policy, subject only to the matters provided for in this contract. X member of

SCHEDULE "A"

PARCEL 1  
1.4 AC

PARCEL 2  
1.2 AC

PARCEL 3  
1.2 AC

PARCEL 4  
3.1 AC

PARCEL 5  
6.7

PARKING 145 CARS

Warehouse Area  
96,000 SF

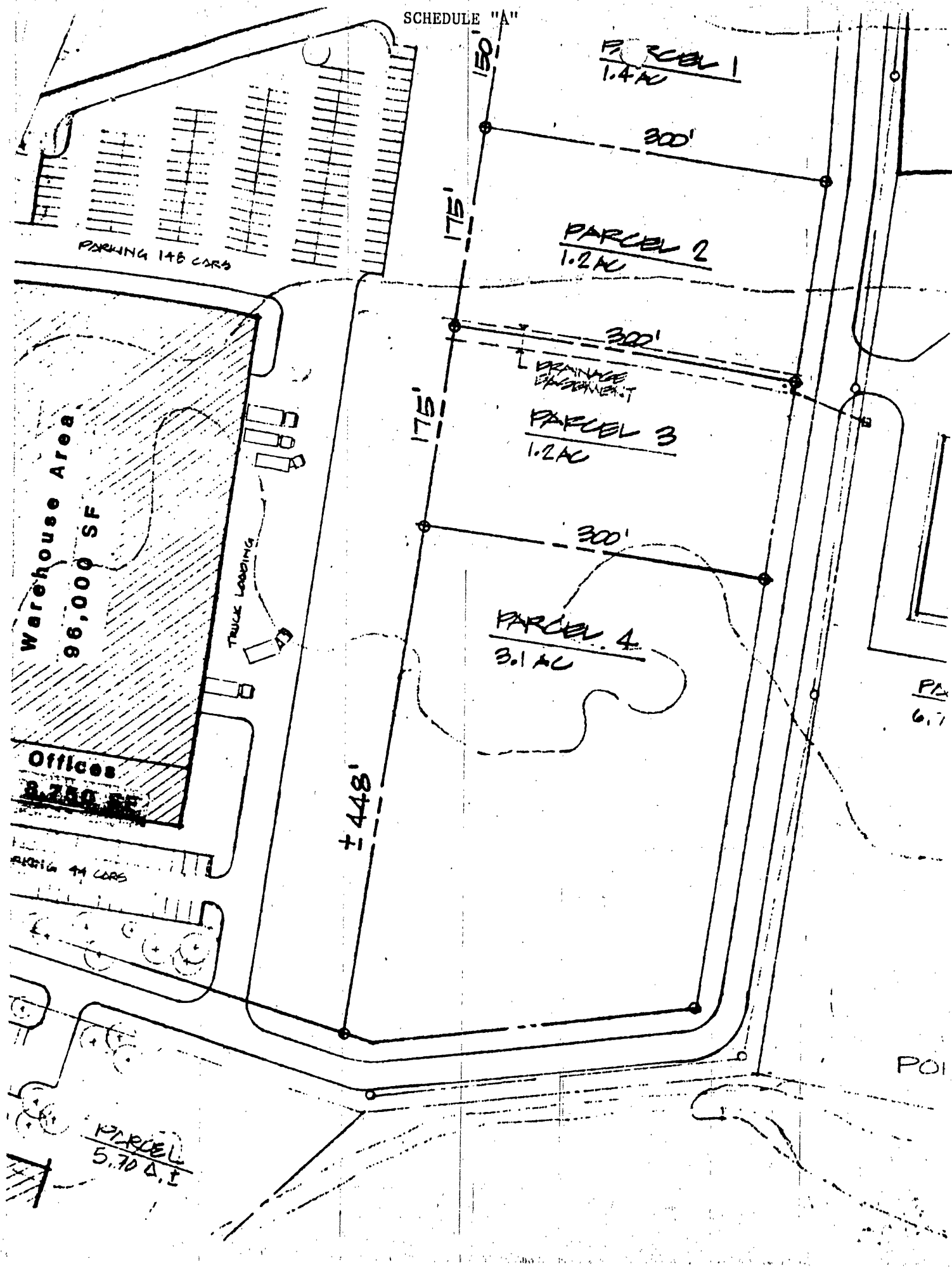
TRUCK LOADING

Offices  
8,750 SF

PARKING 44 CARS

PARCEL 6  
5.70 A.I.

POI



6. "CLOSING" means the settlement of the obligations of SELLER to PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale with Covenant deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

7. CLOSING will take place at the office of Schwall and Becker, 49 Maples Avenue, New City, N.Y. at 2 p.m. o'clock on January 15 19 87 or such later date as may be necessary based upon the provisions set forth above in this contract.

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than ~~and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).~~

9. ~~This sale includes all of SELLER's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.~~

10. ~~SELLER agrees to deliver to PURCHASER AT CLOSING, a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.~~

~~SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.~~

11. ~~a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.~~

~~b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.~~

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:  
(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are

Closing  
Date and  
Place:

Broker:

Streets and  
Assignment of  
Unpaid Awards:

Mortgagee's  
Certificate  
or Letter as to  
Existing  
Mortgages(s):

Compliance with  
State and  
Municipal  
Department  
Violations  
and Orders:

Omit if the  
Property is not in  
the City of New  
York:

Installment  
Assessment:

Apportionments:

Water Meter  
Readings:

Allowance for  
Unpaid Taxes, etc.:



Closing  
Date and  
Place:

Broker:

Streets and  
Assignment of  
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the City of New  
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Installment  
Assessment:

Apportionments:

Water Meter  
Readings:

Allowance for  
Unpaid Taxes, etc.:

Use of  
Purchase Price  
to Pay  
Encumbrances:

Affidavit as to  
Judgments,  
Bankruptcies:

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16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.
17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.



Recording Taxes:

recording of the deed, together with any  
to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

Purchaser's Lien:

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

Seller's Inability  
to convey and  
Limitation of  
Liability:

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

Condition of  
Property:

21. ~~PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.~~

Entire  
Agreement:

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

Changes Must Be  
In Writing:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

Singular also  
Means Plural:

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

COLUMBIAN ART WORKS INC.

In Presence Of:

by

Rogert Buchholz  
Vice President of Finance

W F H  
William F. Helmer

Closing of title under the within contract is hereby adjourned to  
at o'clock, at

as of 19  
Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto  
and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

19  
; title to be closed and all adjustments to be made

Purchase

Assignee of Purchase

PREMISES

TITLE NO.

Section  
Block  
Lot.  
County or Town  
Street Numbered Address

Recorded At Request of

Condition of  
Property:

Entire  
Agreement:

Changes Must Be  
In Writing:

Singular also  
Means Plural:

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William F. Helmer

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as of \_\_\_\_\_

Dated, \_\_\_\_\_

19 \_\_\_\_\_

19 \_\_\_\_\_

19 \_\_\_\_\_; title to be closed and all adjustments to be made

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and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, \_\_\_\_\_

19 \_\_\_\_\_

Purchase

Assignee of Purchase

PREMISES

TITLE NO.

Section

Block

Lot.

County or Town

Street Numbered Address

Recorded At Request of

**USLIFE TITLE INSURANCE**  
Company of New York

RETURN BY MAIL TO:

To:

Standard Form of New York  
Board of Title Underwriters  
Distributed by

**USLIFE TITLE INSURANCE**  
Company of New York

Zip No.

PRE-SUBMISSION CONFERENCE COLUMBIAN ART WORKS SITE PLAN 89-2

Mr. Greg Shaw and Jeffrey Kildow came before the Board representing this proposal.

Mr. Shaw: For the record, my name is Greg Shaw from Shaw Engineering. With me tonight is Jeffrey Kildow who is also representing Columbian Art Works Inc. of Milwaukee, Wisconsin. This site may look familiar to this Board. I believe you approved a subdivision last meeting creating this particular lot. This is part of the Helmer Subdivision on Wembly Road which is directly connected to Temple Hill Road. What we are proposing is construction of a building, approximately 57,000 square feet which would be used for office space and also warehouse and storage area. We are in a PI zone and we are a permitted use in this zone. On the drawing is a zoning schedule and you will see with respect to the minimum lot areas and widths and other zoning perimeters that we were in compliance and some were not. The parcel is approximately 4 acres. It has frontage on Wembly Road in this fashion and also in the northerly direction. As I mentioned, we are going to construct approximately 7600 square feet of office space and 49,400 square feet of office and distribution space. Wembly Road is a macadam surface. It does have existing infrastructure that being sanitary sewer, water. We will be connecting into both those utilities to service other projects. On the north side of the building, we have three loading platform areas which the trucks will be parked in at 20 degree angles for the loading. We also have one on the east side of the building, also for loading material.

Mr. VanLeeuwen: What kind of business are they in?

Mr. Shaw: With that, let me throw that over to Jeffrey who can explain a little bit to you about Columbian Art Works, what their present facility does in Wisconsin and what this will be doing.

Mr. Kildow: It is a privately owned company, about 128 years old. We manufacture dated products, anything with a date.

Mr. VanLeeuwen: You are the people that make the calendars.

Mr. Kildow: One of the two main manufacturers in the country, probably the preponderance of you have calendars from our main competitor in New Jersey. We are big on the west coast. Our headquarters is in Milwaukee, Wisconsin. We have a quarter of a million of square feet of manufacturing distribution. We have an office in Milwaukee as I said and we have a distribution center in Memphis, Sacramento and we have a token space here in Newburgh and we are building this facility to serve as our eastern distribution point.

Mr. VanLeeuwen: Where is your place now?

Mr. Kildow: We were hoping to have built this building about a year ago but as probably some of you are familiar, we have run into numerous problems with Gateway. We have 8,000 feet on VanNess, just off of Broadway. It is not something you want to advertise. It is

not very respectable space but it serves the purpose for the time being. Currently, of the quarter million square feet that we have, about 150 roughly is used for distribution. We have, approximately, 20 employees that work directly with the warehousing distribution. We anticipate growing into this building within the next 5 or 10 years so we'd use the entire 57,000 square feet. We are trying to build the maximum sized building to accomplish the economy and grow into the building. We are probably going to use one third of the building, roughly 17,000 feet. We anticipate we will have 5 employees working at this time. No manufacturing, just distribution.

Mr. Schiefer: Where do you do your printing.

Mr. Kildow: We are printers. We print all the calendars in Milwaukee.

Mr. Soukup: Distribution.

Mr. Kildow: Exclusively distribution, bulk storage and then distribution. So, that is the use of this facility preponderance of the building is warehouse. The 7600 square feet of the office is, I just might point out, we may put that in down the line initially we are going to build the warehouse. We will put in a small temporary office space for our own needs and the amount of office we put in beyond that will be dictated by the needs of our tenant which would be occupying the remaining 40,000 square feet. We are going to sublet because we are going to grow into the building. So, this will be our four facilities. We are in printing, distribution of data products and this will be strictly a distribution point.

Mr. VanLeeuwen: How about the people you rent to.

Mr. Kildow: We do not know at this time. We are marketing the property. We will be using McBride Real Estate Brokers out of Harriman. We don't have any tenants lined up at this time but we will be leasing the tenants that have similar needs to our own. It is a same facility. It will be a warehousing. It will be for warehousing and distribution but needs comparable to our own so it will be a similar use. Whoever we lease it to, I'd like to know a tenant now but unfortunately, I don't have one.

Mr. McCarville: The building will be sprinklered.

Mr. Kildow: Yes, definitely. All our facilities in Wisconsin, Memphis and Sacramento are double state code. Our owner is very sensitive to that.

Mr. Babcock: How high is the storage?

Mr. Kildow: Twenty-four (24) feet, four pallets, four sets of pallets, six each.

Mr. Babcock: Anything over 12 foot needs in-rack sprinklering.

Mr. Kildow: That is something that we may have to put in.

Mr. VanLeeuwen: If you have a building like this and you don't put sprinklers in, your insurance is exactly three times the amount. It pays for itself in the period of 5 or 6 years.

Mr. Kildow: Paper products are very inflammable but whatever the code dictates, that is what we will do but it will be sprinklered, in-rack or whatever is dictated by code.

Mr. Soukup: Two variances that are listed in the table, one is the front yard and one is parking. Is the parking area a waiver.

Mr. Ronces: I haven't seen the variances.

Mr. VanLeeuwen: It would have to be a variance.

Mr. Shaw: Which brings us to the purpose of coming before the Board tonight. We are going to have to go to the Zoning Board of Appeals to get relief for the deficiencies with respect to the variances you mentioned. I'd like to go through them tonight and discuss them and hopefully walk out tonight with a rejection of the site plan and the recommendation to the Zoning Board of Appeals. We have talked to Pat with respect to being placed on the agenda of Monday night's Zoning Board of Appeals meeting. We know it is very tight. If it is at all possible, that the Board could have this letter of rejection generated by Monday, we would be happy to pay for any administrative costs or any other costs involved. Time is very important for Columbian Art Works and if we could save some time by generating the letter, it would be appreciated. The drawing reflects two but in reality, I believe there is going to be four variances. Jim Loeb is the attorney for the project and we discussed it with him today. Lot coverage, the drawings reflect 40%. We are proposing 35.4. The zoning ordinance today only allows 20%. I have been told that that is going to be changed in the very near future. It is eminent as of this date, it is not so we will have to go for a variance on that even though that may be changed two weeks or months from now. Same thing with building height. That is predicated on 4 inches per foot to the nearest lot line today. That allows us only to construct a building of approximately 16 feet. We are proposing a building in excess of 30. That 4 inches per foot is going to be doubled. Again, your zoning ordinance is going to be amended but today, based upon the law in place, we will need a variance for that also. As I said, two months from now, that may fall by the wayside. The third variance--

Mr. VanLeeuwen: I don't think it is two months away, it is about three, four weeks away, supposed to be acted on.

Mr. Shaw: That is my--what I have been told also but Jim Loeb feels that it is important, prudent, to go for the variances based upon the zoning today.

Mr. VanLeeuwen: Basically, what you are here for is a turn down.

Mr. Shaw: With a recommendation to the Zoning Board of Appeals on the four variances. Let me go through the third variance. The front yard setback in this zone is 100 feet. Again, if you remember my

opening statements, I said that this lot was recreated at your last Planning Board meeting. This map has not been filed in the County Clerk's Office yet so this lot has not formally been created but it has been approved by this Board. There is an outstanding item and Mark can add his thoughts as to what is the appropriate radius of the right-of-way line. This line that I am circling is a hundred foot radius if that is permitted, we don't need a variance because we will now be providing 100 feet. Since that Planning Board meeting when this radius was established, 150 foot was discussed. If that is the right-of-way lines going to be 150 foot radius, we are now encroaching on the front yard. We are encroaching by this small piece which is about a 13 foot encroachment in its largest dimension totaling, approximately, 170 square feet. Should the radius be increased and this is saying Mr. Helmer, Mr. Edsall are working on this, to 160 feet, then the encroachment is also going to be increased 2, 3, 4 feet whatever. That has got to be resolved with my office and Mark between now and Monday when the application goes into the Zoning Board of Appeals. But, whatever variance we are looking for, as you can see, it is relatively small. Just the corner of this building is projecting into it.

Mr. VanLeeuwen: If all he needs is a turn down--

Mr. Schiefer: He is asking for a letter of recommendation. I want to know what recommendation.

Mr. Shaw: I have one more item which is the parking. According to the zoning ordinance for 7600 square feet of office space, I need to provide 38 spaces. For 49,400 square feet of warehouse area, I need to provide 50 spaces for a total of 88. We are providing 44 spaces. We are providing all of the retail, all of the office space required which is 38 and 6 spaces for the warehouse distribution. The reason for that is simple. In talking to Mr. Kildow, he felt it was more appropriate to utilize this area on Wembly Road for landscaping and buffer areas than to put in macadam and parking which is not warranted in his opinion. Based upon his operation in Milwaukee, Wisconsin, which again he will go through the numbers as he did 10 minutes ago, he feels that the number of parking spaces required for his 17,000 square feet which his firm will utilize is going to be about 5 or 6. That is all his needs are. The balance of the parking spaces which would be 38 spaces would be used by the tenant who would lease the remaining space. And, again, as Mr. Kildow said, the potential tenant would have to be similar to the operation which he has, which is distribution and storage, again, to minimize employees. So, that is the aspect on the parking. Again, if you want to go back and ask him any questions, specifically, to his operation now, we would certainly explore that again but we are providing 50% of the parking required, 44 of the 88 spaces of which Mr. Kildow will go on record that his operation will only need 5 or 6 and the balance will be used by the future tenant. That tenant would be consistent in use with Mr. Kildow's operation.

Mr. Lander: John, let me ask a question. As a former Zoning Board of Appeals member, what kind of--what would the Zoning Board of Appeals look at on the half of the parking being proposed as to what

is required. Do they use a percentage of the Zoning Board of Appeals?

Mr. Pagano: Yes, first of all, we would look at, yes, that is no problem, approval of the corner cut. That is not going to be a big deal. First thing they are going to look at it and simply say hey, there is no guarantee that he is not have tenants and what is going to happen to the other 44 spaces if he rents this out to, let's say an office space and they put 100 people in there. They're going to be all over Wembly Road.

Mr. Lander: Is there a percentage?

Mr. Pagano: Yes, there is a table. He is telling us what it is.

Mr. Edsall: His calculations are correct based upon the areas.

Mr. Pagano: It wouldn't fly. They wouldn't give it--I don't think they are going to approve something like this with only half the number of parking spaces.

Mr. Lander: That is up to them. It might have been, you can decrease the parking by 20%.

Mr. VanLeeuwen: If we send them a letter stating that we are in favor of the plan, it doesn't mean they are going to go along with the parking or the corner or the height. All they are saying is okay, we have a recommendation from the Planning Board. This is it. They are still going to make up their own minds.

Mr. Schiefer: Do you want that, we are in favor of the plan or four variances.

Mr. Pagano: I don't want to even send this to the Zoning Board of Appeals without the fire department giving us conceptual approval on this. I think we are insulting them by sending it. Let's let the fire department make a comment. We know they want a 30 foot boundary.

Mr. VanLeeuwen: The fire department has nothing to do with the parking.

Mr. McCarville: We are right sending them to the Zoning Board of Appeals, John, because you have to keep the ball moving.

Mr. Pagano: You are asking the Zoning Board of Appeals to make a different type of decision now and that is where it starts getting confusing, why the conflict, they're coming in here, we are asking them to come in with a lower number of parking and we don't even know what they are going to approve is going to be acceptable to the fire department.

Mr. Schiefer: I don't want to recommend that they approve the deviations or variances, just the concept. I don't want to--that parking I agree with you.

Mr. Shaw: Can I throw something else out that may make things more

complicated or more simple. In lieu of formally requesting a variance from the Zoning Board of Appeals for 44 spaces, would this Board consider approving a site plan formally creating 44 parking spaces and reserving and indicating on the plan where the other 44 spaces would be and putting a note on the drawing even securing it with a bond, possibly, if New Windsor feels comfortable, stating that the day New Windsor feels that the additional parking spaces are required above the 44 which we guarantee, as part of the site plan approval process, that Columbian Art Works will construct the balance of the 44 spaces. If you could approve a site plan under those conditions, then a variance would not be required and we could continue with the site plan process after the Zoning Board of Appeals and get the fire department involved, not before the Zoning Board of Appeals.

Mr. Soukup: The Board couldn't approve it because then you'd be exceeding the floor area ratio of development coverage when you show the future coverage.

Mr. Shaw: We still plan on going to the Zoning Board of Appeals.

Mr. Soukup: If you show the future spaces and run them into the calculations, you are going to exceed 40% lot coverage.

Mr. Edsall: The table isn't correct when it indicates a 40% maximum development coverage. The code calls again for a note applicable so they could 100% development on this site if you allowed them to do so. That number is not correct.

Mr. VanLeeuwen: My suggestion and I am making a motion, that we send them to the Zoning Board of Appeals in favor of the concept and let them handle the rest of it.

Mr. Schiefer: The motion would be just the letter, we don't have to take the other action. We vote on the site plan, we turn it down, it will go to the Zoning Board of Appeals.

Mr. VanLeeuwen: I will withdraw and make a motion that we approve the site plan.

Mr. Jones: Did you read this whole sheet.

Mr. VanLeeuwen: We are going to turn it down and go to the Zoning Board of Appeals.

Mr. Jones: Have you read item 4. It has nothing to do with them. It has to do with Helmer.

Mr. Edsall: Tippy, are you concerned about comment #4?

Mr. Jones: Yes.

Mr. Edsall: The scenerio is if they do go get the variance and Mr. Helmer, who we have been or I have been trying to get to resolve this matter for a year or maybe a year and a half, doesn't come through with an answer, then you can't approve the site plan anyway



so they go no further. One point just to clarify the record, when Greg indicated how you approved it, this subdivision was approved with 150 foot radius and that was determined by Mr. Helmer's surveyor, Pat Kennedy. At that time, you approved it subject to Dick McGoey and I verifying that there was proper room. In my opinion, at this time, it is not going to work so if it doesn't work, the subdivision plan is not going to be stamped and this site plan will never get approved because you can't. There is plenty of time to take care of that after they go to the Zoning Board of Appeals.

Mr. Soukup: So, the applicant sees the problem.

Mr. Shaw: We are absolutely aware of it.

Mr. Jones: As far as I'm concerned, knowing the dealings we have with this guy, Helmer, we have to get everything done first.

Mr. Shaw: You cannot approve this site plan until the lot is created and it has not been created because the plan has not been stamped yet.

Mr. VanLeeuwen: He said that from the onset.

Mr. Soukup: I think with reference to item 3, the Board may wish to discuss the significant variance which is required due to the substantially lesser number of parking spaces provided. Additional spaces were in an area presently marked landscaping and I think if the applicant wishes not to pave those spaces based on not needing them, that is something that should come in front of us at the time of the site plan. I'm not sure that that is a subject of a variance.

Mr. Pagano: Is this a Zoning Board problem. I am speaking only as an individual, Ex-Zoning Board member, when something like this comes before an ex-member like myself, I would prefer that this all be left out. The only thing that concerns me is this and just simply if it doesn't show the parking spaces, I look at this and start saying hey, I'm approving something that doesn't belong so this is the subject, this is all they want to see or I would want to see and fine, parking spaces are to be addressed by the Planning Board and by the town fire department at a later date.

Mr. VanLeeuwen: No, if he can't meet the amount of parking spaces, he needs, he has to go get a variance.

Mr. Pagano: He has got the spaces. I am just saying he is only going to the Zoning Board of Appeals for this.

Mr. Shaw: No, I am going for 4 things, lot coverage, building height, they are going to be changed in the future, I am going for the front yard setback and parking.

Mr. Pagano: Right here we already know that the fire department has been very upset about parking in front without the 30 foot around the building. I wouldn't want to approve something that is already

illegal and just by giving you conceptual approval, I feel that I am already subjecting the fire department to a decision.

Mr. VanLeeuwen: We are knocking it down.

Mr. Pagano: I am trying to tell them when you go before the Zoning Board of Appeals, try to keep it simple, don't show the legal parking spaces already.

Mr. Shaw: We have to show them because we need relief.

Mr. Schiefer: If they are not going for 88 or 44, they need a variance. What you are saying is they are not going to get it.

Mr. Pagano: My opinion--

Mr. Kildow: Is it appropriate to interject while we are only for 44 or don't you care because it is not being discussed.

Mr. VanLeeuwen: We are worrying about the future use of the building.

Mr. Kildow: In reference to the parking, we are not putting our loading docks around the backside of the building because it is practical. We are doing that for one and only one reason, to make the building aesthetically pleasing. We can put the loading docks right off the front of that building on the south side. It is much more inexpensive for us to build, it is probably more accessible but it wouldn't look very good. We are going around the back so we can say let's put some trees. I wish I could have brought some brochures so you could see the other buildings. I want the park and New Windsor to look good. I can put K-Mart parking out front. I can put parking all over the damn place but I don't need that space. I don't think the tenants are going to need it so we are saying let's be reasonable. We can't present a hardship, no we can't, we can put the parking in no problem but we are saying what is practical, what is reasonable and what is best for everybody. We are saying let's put up a nice building, put up a building that is prudent for our needs and based on our tenant's needs and should the need arise, we have the space for the other.

Mr. McCarville: I'd like to make a motion that we move the question and put it to a motion that we approve this or that we make a motion to approve with recommendation to the Zoning Board of Appeals that conceptually we approve of the plan that is submitted, conceptually.

Mr. Schiefer: I don't want to approve recommending the--

Mr. McCarville: I said that we conceptually approve of this plan. We are not approving the plan all right. Does anybody have any problem with this plan.

Mr. Schiefer: No.

Mr. Pagano: I have a problem with the way that it has been proposed to us.

Mr. Schiefer: I would rather see 44 parking spaces than the 88 parking spaces and no landscaping. But, what happens later on and what happens with the tenants but that is not our call but the Zoning Board of Appeals.

Mr. Shaw: The way I view it, we have two paths. One is to go before the Zoning Board of Appeals and formally request a variance for 44 spaces or possibly not go before the Zoning Board of Appeals and how we do that and it comes back to this Board is if we can generate a site plan showing you that we will put in 44 spaces before we get a C.O., we will show you where the other 44 spaces are going to be that this plan is shy. And, we will reserve that area for parking only.

Mr. Schiefer: Joe, are you listening to this. Greg is suggesting something that we have never done before.

Mr. Shaw: I think you have because we did it for Automotive Brake on Temple Hill Road. I was the engineer. In lieu of going before the Zoning Board of Appeals and getting a formal waiver of 44 spaces, that being a variance for this site plan, maybe we don't have to go. If I generate a site plan showing that we will construct before we get a C.O., a site plan that has 44 spaces and in addition to those 44 which will be constructed, I will show where another 44 are going to be built, which will bring us in complete compliance but in lieu of building the 44, it will be an landscaped area. If at any time the Town of New Windsor feels that the additional 44 spaces which are reserved as future are warranted, they will let us know and we will be obligated to construct those additional 44 spaces. If the Board feels that bonding is warranted, we will do that also. In that manner, we will build 44, we will guarantee the additional 44 with a bond and then at that point, we don't need a variance. We don't need that particular variance. We still need the other three. We do not need the parking variance.

Mr. McCarville: I could buy that.

Mr. Soukup: I prefer that.

Mr. Lander: You still have to go to the Zoning Board of Appeals.

Mr. Shaw: Yes.

Mr. McCarville: We did the same thing with the Y, if you come to think of it.

Mr. Soukup: If they can show where the additional 44 spaces are and are marked reserved, I think you have a right to consider waiving construction at the time being.

Mr. Shaw: That is an option and I think the feedback I am getting from the Board is that that is feasible.

Mr. Schiefer: Joe, what about the legalities of that. The Board seems to be favorable to that suggestion.

Mr. Rones: I don't want to be a wet blanket but I--we just don't have the authority to grant those kinds of variances. If the parking spaces aren't going to be provided, then it is, I mean, it is in the ordinance, it says required parking, blah, blah, blah. Now, if we are not going to require that amount of parking, it really isn't up to us at the Planning Board to not require that minimum amount of parking that the ordinance calls for.

Mr. McCarville: On the same token on the private road under the new specs, will require 800 foot yet we can approve one with less than 800 if we deem appropriate.

Mr. Rones: No, it says it won't be longer than 800 feet. You can approve one that will be shorter.

Mr. McCarville: Or longer.

Mr. Rones: I don't believe so.

Mr. McCarville: Mark, I thought we had that discussion on the length of a private road.

Mr. Edsall: First of all, a private road isn't a law now so that doesn't apply. I think there is a catch-all statement that allows the Board by law to modify that section of the town law. I think what Joe is getting at is the ordinance calls for minimum parking and there is no remedy to allow the Planning Board to modify the minimum. Am I right.

Mr. Rones: Yes, good translation.

Mr. Kildow: Doesn't the fact that we are willing to install the parking on demand, doesn't that change the interpretation of what is a variance and what is a waiver.

Mr. Rones: It may. Off the top of my head, I can't do better than what I have already said but I will take a look at it and if I can--

Mr. Babcock: How about bringing the presentation that you are saying to the Zoning Board of Appeals and let them make the determination and if they feel a variance is not requested--

Mr. McCarville: I have a motion that stands.

Mr. VanLeeuwen: And I seconded it.

ROLL CALL:

Mr. McCarville	No
Mr. VanLeeuwen	No
Mr. Pagano	No
Mr. Soukup	No
Mr. Jones	No
Mr. Lander	No
Mr. Schiefer	No

Mr. Lander: I make a motion to write a letter to the Zoning Board of Appeals that we approve the concept of this plan.

Mr. McCarville: I will second that.

ROLL CALL:

Mr. McCarville	Aye
Mr. VanLeeuwen	Aye
Mr. Pagano	Aye
Mr. Soukup	No
Mr. Jones	Aye
Mr. Lander	Aye
Mr. Schiefer	Aye

Mr. Shaw: If I could get a letter of rejection and maybe it would be through your consulting engineer, that I could present to the secretary of the Zoning Board of Appeals by Monday, it would be greatly appreciated. Otherwise, we get in line.

Mr. Edsall: I will fill out the normal referral form. It will not have attached to it any of the minutes and any other information, just the referral form.

Mr. Pagano: I'd also like Mark's comments to go along with our recommendation.

Mr. Shaw: Did the Board say that they thought it was appropriate that the Zoning Board of Appeals would make a determination as to whether or not we could bond the unbuilt parking spaces.

Mr. Schiefer: We made no recommendations.

Mr. Shaw: Did you state that it would be appropriate for the Zoning Board of Appeals to make an interpretation.

Mr. Rones: Yes, right, an interpretation as to whether the Planning Board can waive the required parking.

Mr. Shaw: Fine.

Mr. Soukup: Or in someway delay or defer the construction thereof.

Mr. Shaw: Thank you.

OFFICE OF THE PLANNING BOARD  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, N.Y.

Prelim.

3/13/89.

P.H. - 3/27/89.

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

File No. 89-2

Date 3-9-89

To: Columbian Art Works, Inc.  
P.O. Box 18635, 5700 W. Bender Ct.  
Milwaukee, WI 53218

PLEASE TAKE NOTICE that your application dated 3-3-89  
for (Subdivision - Site Plan)  
located at Wembly Road  
New Windsor, NY

is returned herewith and disapproved for the following reasons.

Reg'd front yard, Max. Bldg. Ht., Floor Area Ratio, side yard & rear yard.

Karl Schiefer

Planning Board Chairman m

-----  
PI Zone

Requirements

Proposed or  
Available

Variance  
Request

Min. Lot Area 80,000 S.F.

160,955 S.F.

7

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

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Karl Schuyler

Planning Board Chairman

PI Zone

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>80,000 S.F.</u>	<u>160,955 S.F.</u>	<u>-</u>
Min. Lot Width <u>200 FT.</u>	<u>300 FT.</u>	<u>-</u>
Req'd Front Yd. <u>100 FT.</u>	<u>81 FT.</u>	<u>19 Ft.</u>
Req'd. Side Yd. <u>50 FT.</u>	<u>40 FT.</u>	<u>10 Ft.</u>
Req'd. Rear Yd. <u>50 FT.</u>	<u>40 FT.</u>	<u>10 FT.</u>
Req'd. Street Frontage* <u>N/A</u>	<u>N/A</u>	<u>-</u>
Max. Bldg. Hgt. <u>13' 4"</u>	<u>35 Ft.</u>	<u>21' 8"</u>
Min. Floor Area* <u>N/A</u>	<u>N/A</u>	<u>-</u>
Dev. Coverage* <u>N/A</u> %	<u>N/A</u> %	<u>-</u> %
Floor Area Ratio** <u>0.20</u>	<u>0.354</u>	<u>.154</u>

\* Residential Districts only

\*\* Non-residential Districts only

" Revised " 3/14/89.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

March 15, 1989

DRAKE, SOMMERS, LOEB, TARSHIS  
& CATANIA, P.C.  
1 Corwin Court  
P. O. Box 1479  
Newburgh, N. Y. 12550

Attn: James R. Loeb, Esq.

RE: APPLICATION FOR VARIANCES #89-11  
HELMER, WILLIAM/COLUMBIAN ART WORKS, INC.

Dear Jim:

Please be advised that the bulk regulations on the above-entitled application have been revised in accordance with the Amended Notice of Disapproval issued by the Building Inspector on 03/14/89.

Enclosed please find application with a revised Page 2 and copy of amended notice of denial. It will be necessary for you to revise the narrative, omitting any mention of a parking variance since the ZBA members felt very strongly that the entire 88 spaces would be required.

I have also enclosed herewith copy of legal notice which states that the public hearing will be held on Monday evening, March 27, 1989. The notice will be published in The Sentinel on Thursday, March 16th. Certified letters will be mailed by the undersigned to adjacent property owners to meet the 10 day notification deadline.

If I can be of further assistance, please call me at 565-8550.

Best regards,

PATRICIA A. BARNHART  
ZBA Secretary

/pab  
Enclosures



PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 11

Request of WILLIAM HELMER and COLUMBIAN ART WORKS INC. for a Variance of the regulations of the Zoning Local Law to permit construction of warehouse and offices with more than the allowable floor area ratio and building height and less than the required front yard, rear yard and side yard setbacks than is permitted in PI zone;

being a VARIANCE of Section 48-12-Table of Use/Bulk Regulations, Columns E, F, G, I, and J, for property situated as follows:

North side of Wembly Road (off Temple Hill Road) in the Gateway International Office Park, New Windsor, N.Y.  
known and designated as New Windsor Tax Map:  
Section 4 - Block 3 - Lot 17.1

SAID HEARING will take place on the 27th day of March, 1989 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock p.m.

JAMES NUGENT, Chairman



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

(33)

26 receipts - 3/27

March 14, 1989

Shaw Engineering  
P.O. Box 2569  
744 Broadway  
Newburgh, New York 12550

Re: Variance List- 4-3-17.1

Dear Mr. Shaw:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00, minus your deposit of \$25.00. Please remit same to the Town Clerk, Town of New Windsor, NY.

Sincerely,

*Leslie Cook*

LESLIE COOK  
Acting Assessor

LC:cp  
Encl.

Mobil Oil Corp.  
Property Tax Division X  
PO Box 290  
Dallas, Texas 75221

Inhalation Therapy Co. Inc. X  
600 Route 46  
Clifton, New Jersey 07015

Schaffner, Frank & Anna X  
510 Little Britain Road  
New Windsor, NY 12550

Pizzo, John  
31 Dogwood Hills Road X  
Newburgh, NY 12550

J & H Smith Light Corp. X  
PO Box 1449  
Newburgh, NY 12550

Roseto, Nicholas X  
RR 1 Thorn Lot Road  
Stockholm, New Jersey 07460

City of Newburgh X  
c/o Comptroller  
Newburgh City Hall  
Newburgh, NY 12550

State of New York X  
Office of Comptroller  
Gov. A Smith Office Building  
Albany, NY 12203

HZ Development Partners  
c/o United Pet Supply  
Gateway Industrial Park  
Wembly Road  
New Windsor, NY 12550

ENAP Inc. X  
4 Executive Drive  
New Windsor, NY 12550

Helmer, William F. &  
Vonn, Peter S. &  
Remick, Conrad X  
D/B/A Execucorp  
c/o Remick, Conrad  
13 Taft Place  
Cornwall-on-Hudson, NY 12520

Wright, James C. X  
525 Little Britain Road  
New Windsor, NY 12550

Toepert, Emma X  
523 Little Britain Road  
New Windsor, NY 12550

HZ Development Partners X  
Gateway Industrial Park  
Wembly Rod  
New Windsor, NY 12550

Sloan, Warren X  
PO Box 4545  
New Windsor, NY 12550

Duggan & Crotty Temple Hill Co. X  
343-345 Temple Hill Road  
New Windsor, NY 12550

Freedom Road Realty Associates X  
335 Temple Hill Road  
New Windsor, NY 12550

The Coca-Cola Bottling Co. of New York Inc. X  
c/o Charles J. Smith  
20 Horseneck Lane  
Greenwich, Connecticut 06830

Caralex Realty X  
315 Temple Hill Road  
New Windsor, NY 12550

Granuzzo, Anthony X  
D/B/A Gamma Realty  
Lincoln Road  
Putnam Valley, NY 10579

Crowley Foods Inc. X  
PO Box 549  
Binghamton, NY 13902

Senlar Associates X  
316 Blooming Grove Turnpike  
PO Box 4290  
New Windsor, NY 12550

CHKK Realty Company X  
214 MacArthur Ave.  
New Windsor, NY 12550

HZ Development Partners X  
c/o Helmer-Cronin Construction Inc.  
27 Central Drive  
Stony Point, NY 10908

Ramirez, Jose X  
618 Union Avenue  
New Windsor, NY 12550

Grismer, Eleanor & Ralph  
33 Church Street  
Highland Falls, NY 10928

Ronsini, Mario & Ruth X  
630 Union Avenue  
New Windsor, NY 12550

Rossi, Olympia  
52 Balmville Road  
Newburgh, NY 12550

County of Orange X  
255-275 Main Street  
Goshen, NY 10924

Angeloni, Americo & Rose X  
326 Temple Hill Road  
New Windsor, NY 12550

Lewin, Joseph X  
12 Catalpa Road  
Newburgh, NY 12550

Ronsini Jr., Nicholas A. & Juanita X  
322 A Temple Hill Road  
New Windsor, NY 12550

Ronsini Sr., Nicholas A. & Rose X  
322 Temple Hill Road  
New Windsor, NY 12550

WILLIAM F. HELMER  
27 CENTRAL DRIVE  
STONY POINT, NEW YORK 10980

Rec'd, TA/ZBA  
Office 3/16/89

cc: JRhoeb, Esq.

March 14, 1989

Town of New Windsor,  
555 Union Avenue  
New Windsor, New York 12550

Re: Gateway International Park

Gentlemen:

Please be advised that I have authorized the Columbian Art Works, Inc. to apply for site plan approval and for variances before the zoning board of appeals. Your cooperation in assisting me in obtaining this excellent user is appreciated.

Very truly yours,



William F. Helmer

WFH/cjh

**SCHWALL & BECKER**  
ATTORNEYS AT LAW  
49 MAPLE AVENUE - POST OFFICE BOX 549  
NEW CITY, ROCKLAND COUNTY, NEW YORK 10956

(914) 634-3696  
FAX (914) 634-4814

March 14, 1989

LEONARD SCHWALL\*  
ISABEL L. BECKER\*  
MARY LYNN McCAFFREY\*  
JOHN F. FRAEBEL<sup>□</sup>  
FRANK D'ESPOSITO\*<sup>□</sup>

\* MEMBER OF N.Y. BAR  
<sup>□</sup> MEMBER OF N.J. BAR  
\* MEMBER OF D.C. BAR

**NEW JERSEY OFFICE:**

80 BROADWAY  
P.O. BOX 460  
HILLSDALE, N.J. 07642

(201) 664-6484  
FAX (201) 664-2537

JOHN F. FRAEBEL<sup>□</sup>  
MANAGING ATTORNEY  
NEW JERSEY

KINDLY RESPOND TO NEW CITY, N.Y.

VIA EXPRESS MAIL

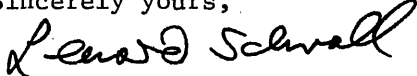
Gregory J. Shaw, P.E.  
Shaw Engineering  
P.O. Box 2569  
Newburgh, New York 12550

Re: Gateway International Park

Dear Mr. Shaw:

I am pleased to enclose two Deeds by which Mr. Helmer acquired title to the property that we know as Gateway International Park.

Sincerely yours,

  
Leonard Schwall

/ab  
Encls.

cc: Mr. William F. Helmer

# This Indenture,

Made the 31st day of March, nineteen hundred and seventy-seven

Between GLADYS SLOAN BRADY, residing at 9074 142nd Street North, City of Largo, Pinellas County, Florida, by RUTH SLOAN HARRIS, her Attorney-in-Fact, under and by virtue of a Power of Attorney dated February 7, 1977, and to be recorded in the Orange County Clerk's Office, RUTH SLOAN HARRIS, residing at 87 Witch Tree Drive, Town of Woodstock, Ulster County, New York, and WARREN SLOAN, JR., residing at (no number) Temple Hill Road, Town of New Windsor, Orange County, New York

parties of the first part, and

WILLIAM F. HELMER, residing at (no number) Grey Beech Lane, Village of Pomona, Town of Haverstraw, Rockland County, New York

party of the second part:

Witnesseth, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL that piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the southwesterly line of a portion of the State Highway known as Route 207 (State Highway No. 153), which portion reputedly was abandoned to the Town of New Windsor, and said point of beginning also being South 33° 03' 22" East 81.34 feet from a concrete monument marking the southwesterly line of the existing State Highway 153, which monument lies southeasterly of the crossing of said highway at Silver Stream, and running thence, along the line of reputed abandonment to the Town of New Windsor, the following six (6) courses:

1. South 33° 03' 22" East 93.66 feet to a point;
2. South 51° 30' 01" East 105.02 feet to a point;
3. South 61° 25' 19" East 63.70 feet to a point;
4. South 68° 59' 18" East 86.13 feet to a point;
5. South 74° 26' 53" East 125.12 feet to a point;
6. South 89° 59' 22" East 26.47 feet to a concrete monument in the southwesterly line of the existing State Highway 153; thence, along the westerly line of lands now or formerly of Tesman, and in part along the easterly side of a stone wall marking said line, the following three (3) courses:

1. South 3° 48' 50" West 114.08 feet to a point;
2. South 0° 50' 50" West 153.21 feet to a point;
3. South 0° 24' 50" West 111.09 feet to the centerline of a stone wall; thence, along the centerline of said stone wall, being



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*parties of the first part, and*

WILLIAM F. HELMER, residing at (no number) Grey Beech Lane, Village of Pomona, Town of Haverstraw, Rockland County, New York

*party of the second part:*

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1. South 3° 48' 50" West 114.08 feet to a point;
2. South 0° 50' 50" West 153.21 feet to a point;
3. South 0° 24' 50" West 111.09 feet to the centerline of a stone wall; thence, along the centerline of said stone wall, being the centerline of a right-of-way fifteen feet (15') in width, and along the southerly line of lands now or formerly of Tesman, lands now or formerly of Toepert, lands now or formerly of Kenneth Sloan, and lands now or formerly of Eugene D. Sloan, South 78° 49' 10" East 251.36 feet to a point and South 79° 21' 10" East 181.87 feet to a point of intersection with another stone wall; thence, along the last described stone wall, North 3° 30' 10" West 76.16 feet to a point; thence, leaving said stone wall, and along lands now or formerly of Warren Sloan Jr., South 62° 24' 10" East 647.66 feet to a point; thence, still along said lands, North 52° 10' 50" East 75.00 feet to a point; thence, along the southwesterly line of lands now or formerly of Marano, South 37° 49' 10" East 200.00 feet to a point;

thence, along the southwesterly line of lands of Ruth Sloan Harris and Gladys Sloan Brady this day being described in a deed made by them to said William F. Helmer, South 37° 49' 10" East 59.64 feet to a point; thence, still along said lands of Harris and Brady, South 37° 09' 10" East 243.60 feet to a point in the remains of a stone wall, said point also being South 30° 08' 00" West 121.51 feet from the southwesterly line of the County Highway known as Temple Hill Road; thence, along the westerly line of lands now or formerly of the Dexion Realty Corp., and in part, along the remains of a stone wall and along the center-line of a stone wall, the following three (3) courses:

1. South 36° 12' 01" West 51.94 feet to a point;
2. South 30° 44' 31" West 358.23 feet to a point;
3. South 32° 05' 36" West 287.59 feet to a corner of stone walls; thence, along the centerline of a stone wall, along said Dexion Realty Corp. lands, and along lands now or formerly of the Coca Cola Bottling Co., the following five (5) courses:

1. South 28° 16' 19" East 14.18 feet to a point;
2. South 15° 17' 30" East 361.92 feet to a point;
3. South 19° 00' 37" East 83.92 feet to a point;
4. South 12° 31' 09" East 128.13 feet to a point;
5. South 14° 40' 12" East 89.34 feet to an iron rod found in the corner of stone walls; thence, along a stone wall, and along lands now or formerly of Yanko and Ludwig, South 87° 38' 05" West 1,450.00 feet to a point in the corner of stone walls; thence, along the centerline of a stone wall, and along lands now or formerly of the People of the State of New York, the following five (5) courses:

1. North 0° 10' 42" West 544.38 feet to a point;
2. North 1° 7' 00" West 154.80 feet to a point in an oak tree 40" in dia.;
3. North 7° 55' 34" East 54.27 feet to a point;
4. North 1° 17' 03" West 196.65 feet to a point;
5. North 12° 03' 55" West 360.80 feet to a point at the end of said stone wall; thence, still along said New York State lands, North 5° 59' 05" East 596.80 feet to a point; thence, still along said State lands, North 4° 50' 55" West 247.50 feet to a point in the centerline of a stone wall at the southeasterly corner of lands now or formerly of the City of Newburgh; thence, along said City of Newburgh lands, the following four (4) courses:

1. North 3° 51' 55" West 124.50 feet to a point;
2. North 14° 15' 05" East 66.00 feet to a point;
3. North 43° 43' 55" West 228.00 feet to a point;
4. North 32° 14' 05" East 102.66 feet to the point or place of beginning.

Containing 64.27 acres of land, more or less.

SUBJECT to that portion of the right-of-way, fifteen feet (15') in width, running along the southerly line of lands now or formerly of Tesman, Toepert, Kenneth Sloan and Eugene V. Sloan, lying within the above-described premises.

SUBJECT to public utility grants of record.

SUBJECT also to a permanent utility easement granted to the Town of New Windsor (Sewer District No. 17), more particularly described as follows:

BEGINNING at a point in the southeasterly line of the portion of the New York State Highway No. 153 reputedly abandoned to the Town of New Windsor, said point being South 33° 03' 22" East 60.63 feet from the point of beginning of the above-described lands, and running

and in part, along the remains of a stone wall and along the center-line of a stone wall, the following three (3) courses:

1. South 36° 12' 01" West 51.94 feet to a point;
2. South 30° 44' 31" West 358.23 feet to a point;
3. South 32° 05' 36" West 287.59 feet to a corner of stone walls; thence, along the centerline of a stone wall, along said Dexion Realty Corp. lands, and along lands now or formerly of the Coca Cola Bottling Co., the following five (5) courses:

1. South 28° 16' 19" East 14.18 feet to a point;
2. South 15° 17' 30" East 361.92 feet to a point;
3. South 19° 00' 37" East 83.92 feet to a point;
4. South 12° 31' 09" East 128.13 feet to a point;
5. South 14° 40' 12" East 89.34 feet to an iron rod found in the corner of stone walls; thence, along a stone wall, and along lands now or formerly of Yanko and Ludwig, South 87° 38' 05" West 1,450.00 feet to a point in the corner of stone walls; thence, along the centerline of a stone wall, and along lands now or formerly of the People of the State of New York, the following five (5) courses:

1. North 0° 10' 42" West 544.38 feet to a point;
2. North 1° 7' 00" West 154.80 feet to a point in an oak tree 40" in dia.;
3. North 7° 55' 34" East 54.27 feet to a point;
4. North 1° 17' 03" West 196.65 feet to a point;
5. North 12° 03' 55" West 360.80 feet to a point at the end of said stone wall; thence, ~~still~~ along said New York State lands, North 5° 59' 05" East 596.80 feet to a point; thence, still along said State lands, North 4° 50' 55" West 247.50 feet to a point in the centerline of a stone wall at the southeasterly corner of lands now or formerly of the City of Newburgh; thence, along said City of Newburgh lands, the following four (4) courses:

1. North 3° 51' 55" West 124.50 feet to a point;
2. North 14° 15' 05" East 66.00 feet to a point;
3. North 43° 43' 55" West 228.00 feet to a point;
4. North 32° 14' 05" East 102.66 feet to the point or place of beginning.

Containing 64.27 acres of land, more or less.

SUBJECT to that portion of the right-of-way, fifteen feet (15') in width, running along the southerly line of lands now or formerly of Tesman, Toepert, Kenneth Sloan and Eugene V. Sloan, lying within the above-described premises.

SUBJECT to public utility grants of record.

SUBJECT also to a permanent utility easement granted to the Town of New Windsor (Sewer District No. 17), more particularly described as follows:

BEGINNING at a point in the southeasterly line of the portion of the New York State Highway No. 153 reputedly abandoned to the Town of New Windsor, said point being South 33° 03' 22" East 60.63 feet from the point of beginning of the above-described lands, and running thence, through said first above described lands the following seven (7) courses:

1. South 26° 20' 18" East 196.05 feet to a point;
2. South 2° 15' 50" East 327.22 feet to a point;
3. South 8° 11' 53" East 374.40 feet to a point;
4. North 75° 32' 10" East 385.15 feet to a point;
5. North 56° 07' 10" East 223.89 feet to a point;
6. North 79° 24' 10" West 317.59 feet to a point;
7. North 20° 35' 50" East 23.00 feet to a point in the centerline of the stone wall marking the southerly line of lands now or formerly of Tesman; thence, along said Tesman lands, and lands now or formerly of Toepert, Kenneth Sloan and Eugene D. Sloan, the following two (2) courses:

being at an intersection of stone walls; thence through said first above described lands, \*South 64° 37' 24" East 241.57 feet to a point in the southwesterly line of lands now or formerly of Warren Sloan Jr.; thence, along said lands, South 62° 24' 10" East 35.88 feet to a point; thence through said first above described lands, ~~together with the appurtenances and all the estate and rights of the part.~~ of the

the following nine (9) courses:

1. South 73° 25' 52" West 25.35 feet to a point;
2. North 64° 59' 35" West 256.49 feet to a point;
3. North 76° 29' 02" West 288.72 feet to a point;
4. South 56° 07' 10" West 249.02 feet to a point;
5. South 75° 32' 10" West 410.78 feet to a point;
6. North 8° 24' 14" East 515.60 feet to a point in the easterly line of lands now or formerly of the City of Newburgh;
7. Along said City lands, North 3° 51' 55" West 124.50 feet to a point;
8. Still along said City lands North 14° 15' 05" East 66.00 feet to a point;
9. Leaving said City lands, North 24° 53' 21" West 263.38 feet to a point in the northwesterly line of said first above described lands; thence, along said line, North 32° 14' 05" East 14.98 feet to a point in the southeasterly line of the said reputedly abandoned section of State Highway 153; thence, along said line, South 33° 03' 22" East 60.63 feet to the point or place of beginning.

SUBJECT also to a permanent utility easement granted to the Town of New Windsor (Sewer District No. 17), bounded and described as follows:

LIBER 2063 PAGE 527

BEGINNING at a point in the southeasterly line of lands now or formerly of Warren Sloan Jr., said point also being the westernmost corner of lands now or formerly of Marano, and running thence, along said Marano lands, South 37° 49' 10" East 200.00 feet to a point, said point marking the westernmost corner of the aforesaid lands of Ruth Sloan Harris and Gladys Sloan Brady; thence, along said lands of Brady and Harris, South 37° 49' 10" East 59.64 feet to a point; thence through said first above described lands, North 44° 24' 38" West 261.37 feet to a point in the afore-mentioned lands of Warren Sloan Jr.; thence, along said lands, North 52° 10' 50" East 30.00 feet to the point or place of beginning.

SUBJECT to the burdens and together with the benefits of those three certain agreements with the Town of New Windsor, insofar as they may affect the aforesaid premises, viz:

A. Agreement dated July 9, 1974 and recorded in the Orange County Clerk's Office on July 19, 1974 in Liber 1984 of Deeds at page 345;

B. Agreement dated August 1, 1974 and recorded in the Orange County Clerk's Office on August 9, 1974 in Liber 1986 of Deeds at page 510; and

C. Agreement dated August 9, 1974 and recorded in the Orange County Clerk's Office on September 5, 1974 in Liber 1988 of Deeds at page 642.

\*South 75° 58' 18" East 238.05 feet to a point; thence, still through said first above described lands,

LIBER 2063 PAGE 528

the following nine (9) courses:

1. South 73° 25' 52" West 25.35 feet to a point;
2. North 64° 59' 35" West 256.49 feet to a point;
3. North 76° 29' 02" West 288.72 feet to a point;
4. South 56° 07' 10" West 249.02 feet to a point;
5. South 75° 32' 10" West 410.78 feet to a point;
6. North 8° 24' 14" East 515.60 feet to a point in the easterly line of lands now or formerly of the City of Newburgh;
7. Along said City lands, North 3° 51' 55" West 124.50 feet to a point;
8. Still along said City lands North 14° 15' 05" East 66.00 feet to a point;
9. Leaving said City lands, North 24° 53' 21" West 263.38 feet to a point in the northwesterly line of said first above described lands; thence, along said line, North 32° 14' 05" East 14.98 feet to a point in the southeasterly line of the said reputedly abandoned section of State Highway 153; thence, along said line, South 33° 03' 22" East 60.63 feet to the point or place of beginning.

SUBJECT also to a permanent utility easement granted to the Town of New Windsor (Sewer District No. 17), bounded and described as follows:

LIBER 2063 PAGE 527

BEGINNING at a point in the southeasterly line of lands now or formerly of Warren Sloan Jr., said point also being the westernmost corner of lands now or formerly of Marano, and running thence, along said Marano lands, South 37° 49' 10" East 200.00 feet to a point, said point marking the westernmost corner of the aforesaid lands of Ruth Sloan Harris and Gladys Sloan Brady; thence, along said lands of Brady and Harris, South 37° 49' 10" East 59.64 feet to a point; thence through said first above described lands, North 44° 24' 38" West 261.37 feet to a point in the afore-mentioned lands of Warren Sloan Jr.; thence, along said lands, North 52° 10' 50" East 30.00 feet to the point or place of beginning.

SUBJECT to the burdens and together with the benefits of those three certain agreements with the Town of New Windsor, insofar as they may affect the aforesaid premises, viz:

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\*South 75° 58' 18" East 238.05 feet to a point; thence, still through said first above described lands,

LIBER 2063 PAGE 528

J. A. K.  
W89.

# Deed.

96-8093-5

GLADYS SLOAN BRADY, by RUTH SLOAN HARRIS, her Attorney-in-Fact, RUTH SLOAN HARRIS and WARREN SLOAN, JR.

TO

WILLIAM F. HELMER

Dated, March 31 1977

STATE OF NEW YORK :  
COUNTY OF ORANGE : ss.  
LIBER 2063 PAGE 530

On the 31st day of March, 1977, before me came RUTH SLOAN HARRIS, to me known to be the Attorney-in-Fact of GLADYS SLOAN BRADY, the individual described in and who by her said Attorney-in-Fact executed the foregoing instrument, and duly acknowledged before me that she executed the same as the act and deed of the said GLADYS SLOAN BRADY therein described, and for the purpose therein mentioned, by virtue of a Power of Attorney duly executed by the said GLADYS SLOAN BRADY, dated February 7, 1977, and to be recorded in the Orange County Clerk's Office.

*[Signature]*  
Notary Public

GEORGE F. STRADAR, JR.  
Notary Public State of New York  
Qualified in Orange County  
My Commission Expires March 30, 1978

Schwall + Carroll  
PO Box 549  
New City, N.Y. 10956

LAW OFFICES OF  
NORTHROP AND STRADAR  
366 BROADWAY P. O. BOX 2395  
NEWBURGH, NEW YORK 12550

21K 50

*[Signature]*

5225 214.50  
REAL ESTATE  
APR - 1 1977  
TRUST  
Chico

Orange County Clerk's  
Recorded in the  
April 1977 2:10 P  
2063  
525  
and Examined.

*C. N. Winters*

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P.C.

BERNARD J. SOMMERS  
JAMES R. LOEB  
RICHARD J. DRAKE  
STEVEN L. TARSHIS  
JOSEPH A. CATANIA, JR.  
RICHARD F. LIBERTH

ATTORNEYS & COUNSELLORS AT LAW

ONE CORWIN COURT  
POST OFFICE BOX 1479  
NEWBURGH, NEW YORK 12550  
TEL (914) 565-1100

April 12, 1988

OF COUNSEL  
DONALD H. MCCANN

WALLACE H. MAHAN III\*  
KEITH B. ROSE  
JAMES J. CUPERO  
GLEN L. HELLER  
TODD A. KELSON  
RICHARD M. MAHON\*\*

\*MEMBER N.Y. & FLA. BARS  
\*\*MEMBER N.Y. & D.C. BARS

TELECOPIER: 914-565-1999

Hon. George A. Green  
Supervisor  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12550

Dear George:

RE: Our File #29,097

I represent Columbian Art Works, Inc. the contract purchaser of a site in the Gateway International Office Park and Industrial Park in the Town of New Windsor. My client is a firm with its headquarters in Milwaukee and with other branches in the United States. They hope to construct a substantial warehouse with office facilities at the Gateway park for the eastern headquarters of the company. The Chairman of the Board of Columbian is an old college classmate of mine so I am particularly pleased that he has decided to come to New Windsor.

I have been working with Mark Edsall and he has told me of some of the present problems concerning the final approval of the subdivision. I can only hope that those problems will be alleviated in the near future so that the Columbian project can become a reality. Not only will it provide another tax ratable for the Town without creating any demand for services, but of course there will be the accompanying employment.

Another and potentially more serious problem has recently come to my attention and I have reviewed this with Mark as well. The floor area ratio and the formula for determining maximum building height both appear to me to be unduly restrictive and not realistic. The floor area ratio is 20% which means that if Columbian or any other substantial project wishes to locate in New Windsor, the lot size necessary to support a modest warehouse and office facility of 20,000 to 30,000 square feet would be disproportionately large. You may wish to know that in similar zones in surrounding towns the floor area ratio is 40% which has proved to be a very workable number to develop not only the warehouse and office space but the necessary parking with landscaping and other amenities. The figure presently contained in the New Windsor regulation is not reasonable nor is it conducive to attracting the type of development that I am certain New Windsor wants.

The second of the bulk requirements which is not in accord with current planning controls deals with maximum building height. The

Hon. George A. Green

-2-

April 12, 1988

formula at present is four inches in height for every foot of distance to the nearest lot line. The concept is a sound one, that of relating building height to setback from the nearest lot line, but the four inch standard is too restrictive. In the past few years I have been involved in several warehouse-office projects and from my experience the height in warehouse buildings has been increasing because of the change in how storage now is handled. More and more warehouse space is computerized with the result that warehouse space is somewhat higher than it used to be. The norm in surrounding towns permits a building height of 40 feet. That would necessitate a 120 foot setback from the nearest line. The front yard depth required in the P.I. zone is 100 feet, the side yard minimum is 50 feet and the rear yard depth is 50 feet. You can see that if the distance to the nearest lot line is mandated at 120 feet, either the lot must be extraordinarily large or the building extraordinarily narrow before a 40 foot height can be achieved. In my experience most warehouses today are between 34 and 40 feet in height if there is to be computerized storage. I would suggest therefore that the four inch requirement be replaced with an eight inch requirement. By doing so New Windsor would maintain the same formula it has used in the past but you would recognize the need for a warehouse of up to 40 feet without requiring either mammoth size lots or very narrow building.

I am certain that Columbian Art Works is not the only potential project interested in locating in New Windsor that has these concerns. I would respectfully request and suggest that the New Windsor Zoning Regulations be amended to change the floor area ratio from .2 to .4 and that the maximum building height formula be changed from four inches per foot to eight inches per foot.

Very truly yours,

*James R. Loeb*  
JAMES R. LOEB

JRL:kmr

cc: Mark J. Edsall, P. E.



*Ad Seanan*

CC: T/B

P/B

A. Horner

P/B Engineer

Engineer

#386

*new file*

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P.C.

BERNARD J. SOMMERS  
JAMES R. LOEB  
RICHARD J. DRAKE  
STEVEN L. TARSHIS  
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GLEN L. HELLER  
TODD A. KELSON  
RICHARD M. MAHON\*\*  
STEPHEN J. GABA

OF COUNSEL  
DONALD H. MCCANN

August 8, 1988

\*MEMBER N.Y. & FLA. BARS  
\*\*MEMBER N.Y. & D.C. BARS

TELECOPIER: 914-565-1999

Supervisor George A. Green  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12550

Dear George:

Our File #29,097

Enclosed please find a copy of a letter I have just received from Columbian Art Works Inc. You will recall that this corporation wishes to erect its eastern headquarters on a lot in the Gateway Subdivision. It was at their request that I suggested to the Town Board that the lot coverage and height/ setback requirements be amended in order to permit a reasonably sized and located building in the appropriate zone of the Town of New Windsor. As you can see from Jeff Kildow's letter, Columbian is still very anxious to come to New Windsor and build.

Will you please send me a copy of the zoning amendments proposed to be adopted and advise me of the date of the public hearing so that we may appear and speak in favor of the amendments. You may provide copies of Jeff Kildow's letter to the other board members if you believe it will help in the approval process.

Very truly yours,

*[Signature]*  
JAMES R. LOEB

JRL:klg  
Enc.  
D:R290971.02

**COLUMBIAN  
ART WORKS**

**INC.** P.O. BOX 18635  
5700 W. BENDER COURT  
MILWAUKEE WI 53218-0635

**Success**  
DESK  
CALENDARS

**Calendater.**  
REFERENCE  
CALENDARS

• TELEPHONE (414) 466-5000 •

**APPOINTBOOK**  
TWO COLOR, WIRE BOUND DIARIES

August 1, 1988

**RECEIVED**

AUG 08 1988

James R. Loeb  
873 Union Avenue  
P.O. Box 1479  
Newburgh, New York 12550

**BRATE, SOMMERS, LOEB & TARSNIS, P.C.**

Dear Jim:

I appreciate your taking the time today to bring us up to date on the Newburgh situation. I only wish that you would have had better news for us. We are taking action to extend our current lease for the temporary warehouse space we are occupying. We realize that we are not going to be building in the immediate future. However, we do want to take positive steps to prepare construction plans so that we can begin building if and when the opportunity presents itself. Unlike Mount Ellis Paper Company, our plans will be based on the proposed changes which the town board is waiting to vote on. I would appreciate it if you could send me a copy of the proposed zoning changes.

I am surprised that the City Planning Board does not understand that their delay could drive away potential investors like Columbian Art Works. It is hard to believe that obtaining approval for one industrial park could be such an unbelievable bureaucratic nightmare. I hope that this whole problem will be resolved in the immediate future.

Sincerely,

  
Jeffrey M. Kildow



## NOTES

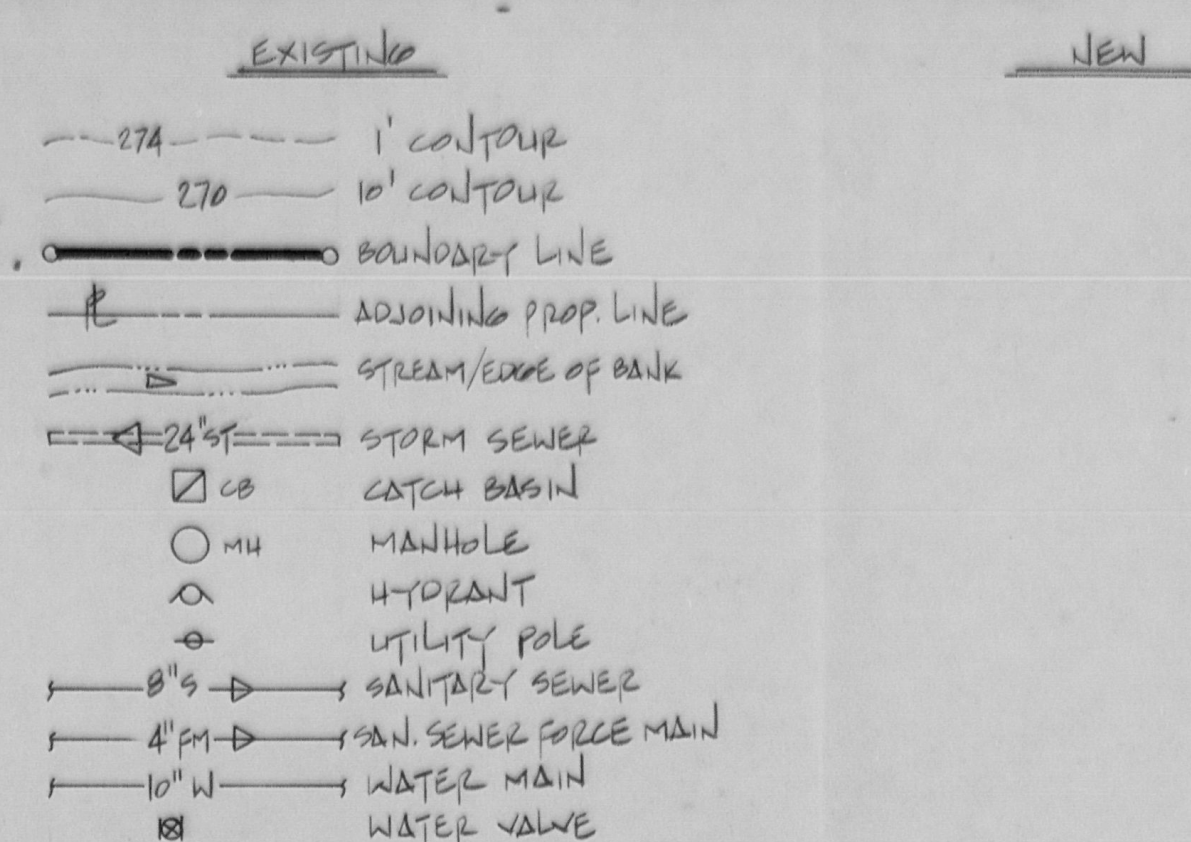
1/ RECORD OWNER: WILLIAM HELMER  
 2007 BEACH LANE  
 POMONA, N.Y. 10970

RECORD APPLICANT: H. COLEMAN JONES & CO.  
 COLUMBIAN ART WORKS, INC.  
 MILWAUKEE, WI. 53218

2/ BOUNDARY INFORMATION OBTAINED FROM A MAP ENTITLED "SUBDIVISION  
 OF LANDS FOR WILLIAM HELMER" PREPARED BY PATRICK T. KENNEDY L.L.S.  
 AND DATED JANUARY 20, 1984 WITH THE LATEST REVISION DATE OF  
 FEBRUARY 8, 1984.

3/ TOPOGRAPHIC INFORMATION OBTAINED FROM PETER R. HUSTIS L.L.S.

## LEGEND

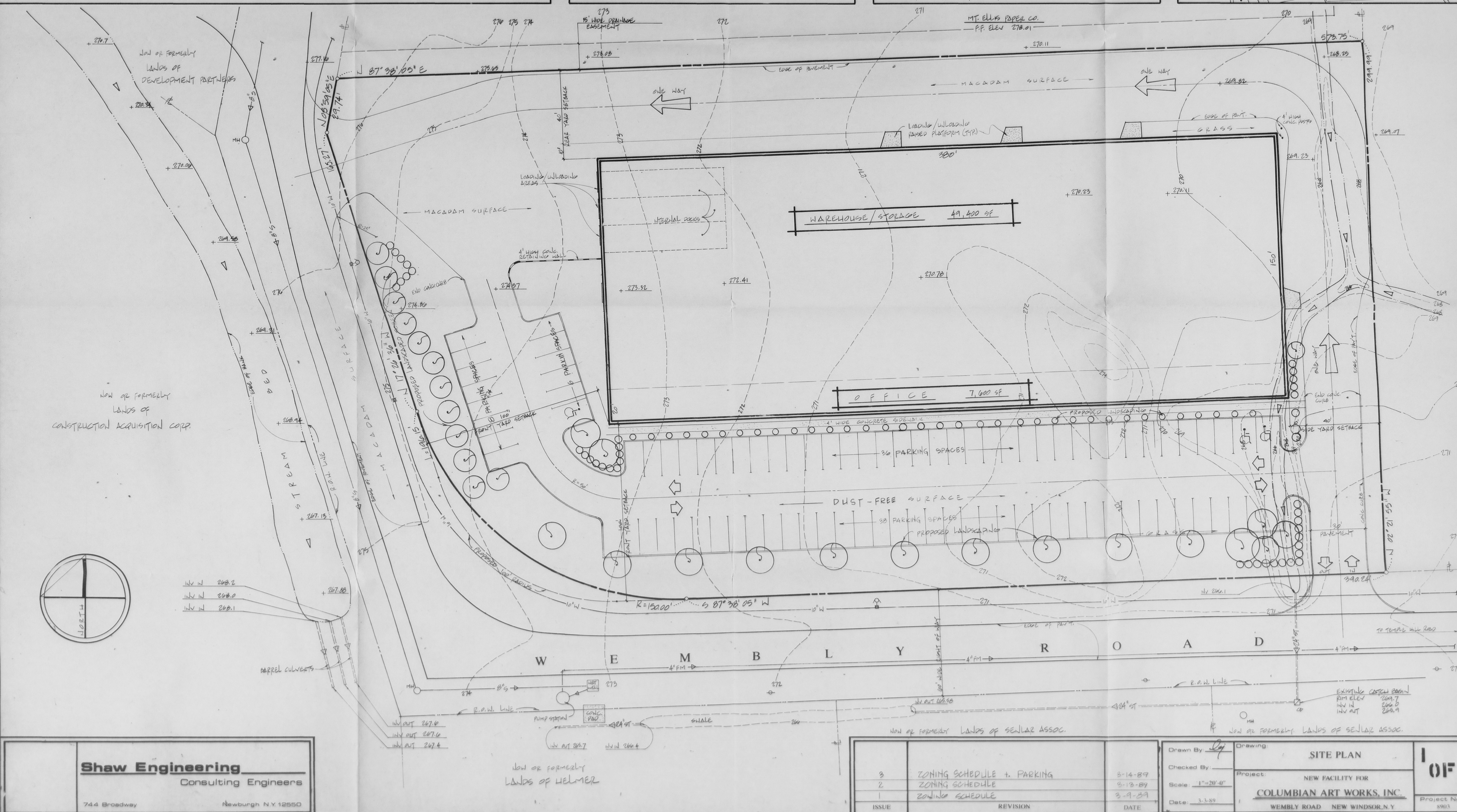
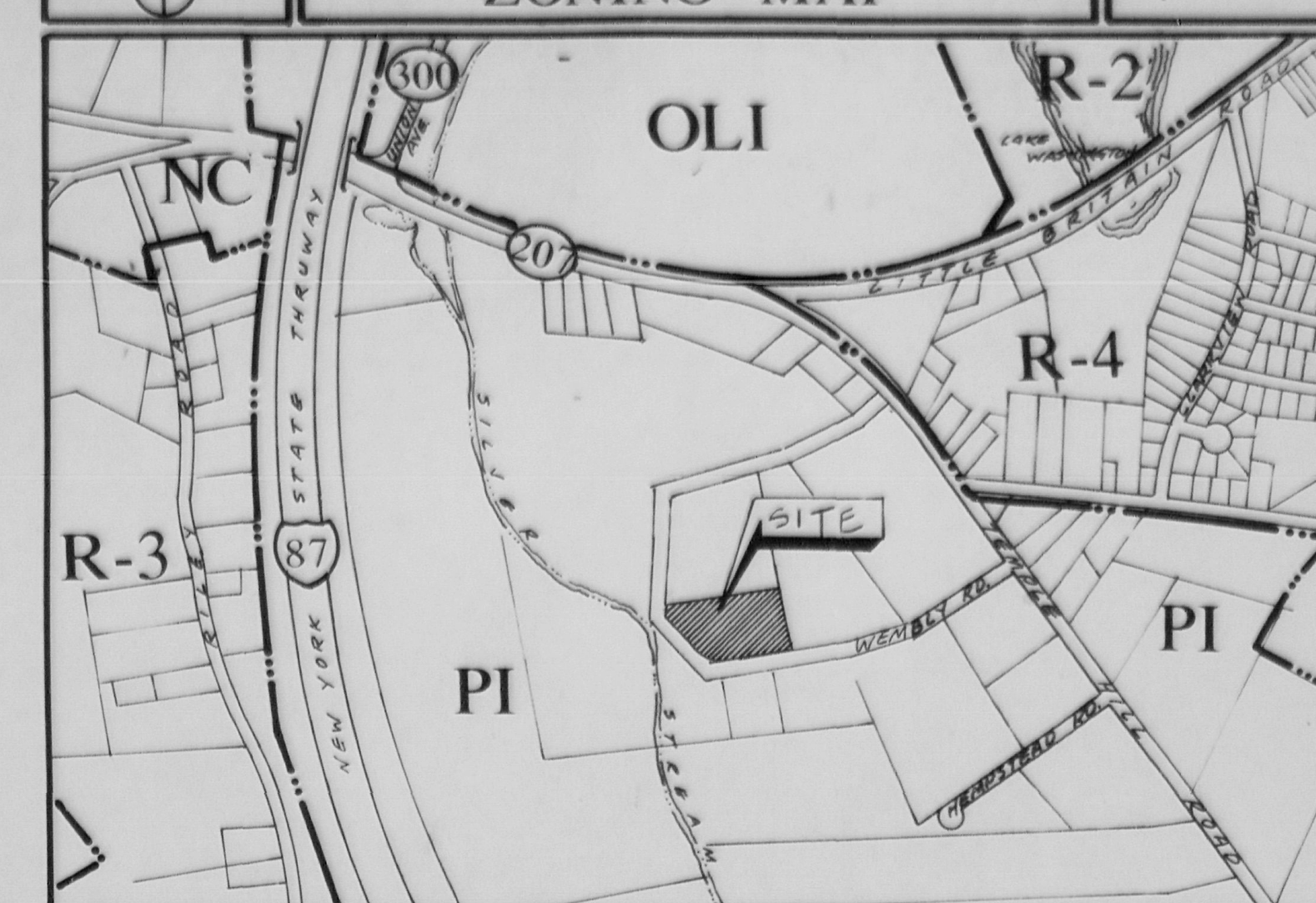


## ZONING SCHEDULE

ZONE - PI PLANNED INDUSTRIAL	REQUIRED	PROPOSED
MIN. LOT AREA	80,000 SF	100,955 SF
MIN. LOT WIDTH	200 FT	300 FT
FRONT YARD SETBACK	100 FT	* 81 FT
SIDE YARD SETBACK	50/110 FT	* 40 FT
REAR YARD SETBACK	50 FT	* 40 FT
MAX. BUILDING HEIGHT	4' FT TO NEAREST LOT LINE = 19' 4"	* 35 FT
FLOOR AREA RATIO	0.2	* 0.354
DEVELOPMENT COVERAGE	1/4	---
OFF STREET PARKING	---	---
- OFFICE (1 SPACE/200 SF)	---	---
- 7,000 SF/200 = 35 SPACES	35 SPACES	35 SPACES
- WAREHOUSE (1 SPACE/1,000 SF)	---	---
- 49,400 SF/1,000 SF = 49.4 SPACES	50 SPACES	50 SPACES
TOTAL	85 SPACES	85 SPACES

\* DENOTES VARIANCE FOR MIN. REQUIREMENTS

## ZONING MAP



**Shaw Engineering**

Consulting Engineers

744 Broadway

Newburgh N.Y. 12550

3	ZONING SCHEDULE + PARKING	3-14-89	Drawn By: <i>Sh</i>	Drawing: <b>SITE PLAN</b>	<b>1 OF 1</b>
2	ZONING SCHEDULE	3-13-89	Checked By: <i>Sh</i>	Project: <b>NEW FACILITY FOR</b>	
1	ZONING SCHEDULE	3-9-89	Scale: 1"=20'-0"	<b>COLUMBIAN ART WORKS, INC.</b>	
ISSUE	REVISION	DATE	Date: 3-3-89	<b>WEMBLY ROAD NEW WINDSOR, N.Y.</b>	